JD–26–05
Takoma Park, MD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

THE WACKENHUT CORPORATION,

and Case 5–CA–31927

SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU), AFL–CIO

Elicia L. Watts, Esq., for the General Counsel.
Marvin M. Goldstein and Elana Gilaad, Esqs.
(Proskauer Rose LLP), of Newark, New Jersey
for the Respondent.
Michael Artz, Esq., of Washington, D.C., for the
Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Washington, D.C., on October 4–6, 2004.[1] The charge was filed May 10 and the complaint issued on July 30. The complaint, as amended, alleges that the Respondent, The Wackenhut Corporation, violated Section 8(a)(1) of the National Labor Relations Act (the Act) on several occasions from February 20 to March 19[2] by threatening employees with retaliation or the loss of the Respondent's IMF contract if they formed a union, interrogating employees about union organizing activities, engaging in surveillance and/or creating the impression of surveillance of employee activities, and discouraging employees from organizing and accepting union literature on public property in front of their workplace. In its answer to the complaint filed August 13, the Respondent denied the allegations and asserted that the charging party has no rights under Section 8(a)(1) of the Act because it is a mixed guard union under Section 9(b)(3) of the Act.

At the hearing, the parties were afforded a full opportunity to call and examine witnesses, present oral and written evidence, argue orally on the record and file posthearing briefs. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent,[3] I make the following

---

[1] Unless otherwise indicated, all dates refer to 2004.

[2] Complaint par. 13 alleges that the last unfair labor practice occurred on March 5. However, the pleading was conformed to the proof, based on documentation produced by Respondent pursuant to the General Counsel's subpoena. (GC Exh. 3(a), Tr. 67.)

[3] The General Counsel's motion to amend its brief, filed January 7, 2005, and Respondent's motion to strike other portions of the General Counsel's brief, filed January 20, 2005, are denied as either unnecessary clarification of the record or in the nature of unauthorized reply briefs.

Findings of Fact

I. Jurisdiction

The Respondent, a Florida corporation with an office and place of business in Takoma Park, Maryland, provides security services. During the 12-month period ending December 31, the Respondent performed services in excess of $50,000 in the District of Columbia and States outside of Maryland. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. The Respondent's Contract with the International Monetary Fund

The Respondent had a security services contract with the International Monetary Fund (IMF) from January 1, 1999 through June 30, 2004 (the IMF contract).[4] The IMF contract covered three locations in the Northwest section of Washington, D.C. metropolitan area—the IMF headquarters building at 19th and G Street, the International Square Building (ISB) at 10th and I Streets, and the IMF building at 23rd Street and New Hampshire Avenue. Wackenhut employed approximately 120–135 persons in connection with the IMF contract. Approximately 85 percent of those employees were customs protective officers (hereinafter referred to as security guards or security officers).

Stewart Branam, the Respondent's manager for the Washington, D.C. metropolitan area, operated out of the Respondent's Takoma Park, Maryland office, and was assisted there by field support supervisor Jermaine Smith and training director Harold Bennette. Daily operations under the IMF contract were supervised by project manager Alexander Steele from his office at IMF Headquarters. Steele was assisted by Major Arthur Milling, Lieutenant Erin Headen, Sergeant Alan Dade, as well as other captains, lieutenants, and sergeants at the three IMF buildings. Captain Charles Rumsey was Wackenhut's daily supervisor at the ISB. All were considered supervisors.[5]

This controversy involves the IMF headquarters building and the ISB. The IMF headquarters building takes up an entire square block. The building, as well as the space inside of the cement barriers which bound the sidewalk around its perimeter, are restricted space. The sidewalk area outside of the barriers was not restricted space. The ISB is a multi-tenant building with a public lobby and a food court. Since Wackenhut only provided security on the floors leased by the IMF, restricted space was limited to those floors and was separated from the public space, that is, the elevator lobby area, by glass partitions and electronically locked glass doors. On certain IMF floors, a security guard was stationed at a podium in the elevator lobby area and would unlock the glass doors for an IMF guest after the completion of security protocols. On other IMF floors, a security guard was stationed behind the glass partition. IMF guests were permitted access through the glass doors in order to complete security protocols.[6]

---

[4] On July 1, 2004, Wackenhut was replaced as the security provider for IMF following a publicized bidding process.

[5] Steele explained that "anyone with rank was considered to be a supervisor." (Tr. 422.)

[6] There was no dispute as to the areas that were considered restricted. (Tr. 31–34, 123, 389.)

B. The Respondent's Policies and Procedures

1. The Respondent's general policies and procedures

The Respondent's general policies and procedures for security guards were contained in the security guard handbook (handbook). A copy of the handbook was given to each security guard at the time of hire and discussed during the mandatory training course.[7] The relevant portions of the handbook are:

> Section I. General Information
>
> 3. Duties: You have been selected and placed in your present assignment after having met certain requirements necessary to perform your duties. Your Supervisor will instruct you as to what your work and responsibilities are. You should diligently follow your duties and look to your Supervisor for guidance. He or she will answer any questions concerning your job.
>
> Section II. The Role Of The Security Officer—To Each Security Officer
>
> 2.6 Orders: A Security Officer will obey all order (sic) promptly and inform his or her relief of all new orders issued. Willful disregard of orders and instructions will be cause for disciplinary action.
>
> 2.7 Conduct While On Duty: a Security Officer: . . . Will carry on no unnecessary conversations . . . Will not conduct outside business at the employment location or while in Company uniform . . .
>
> 2.9 Reports: A Security Officer: Will be alert and observe everything that takes place within sight and hearing of assigned post . . . Will make written reports on all observed violations of law, client or Post Orders.
>
> 2.13 Visiting: Security Officers: Are prohibited from entering a working area of a client more than ten (10) minutes before the start of their work shift and from remaining more than ten (10) minutes after their shift has ended. Security Officers are not permitted to enter any work area of a client for any purpose during their off-duty hours except as may be expressly authorized by appropriate authorities. This prohibition does not apply to off-duty employees entering a client's premises as a member of the general public for purposes for which the client's business is held open to the general public. Will not permit individuals to visit with them for the purpose of discussing personal or other unofficial matters while on duty at a client's premises.
>
> 2.14 Solicitation: Solicitation for any purpose by a Security Officer is prohibited while either the person soliciting or the person being solicited should be performing job duties. Distribution of any materials for any purpose by a Security Officer is prohibited at all times in a client's working area. Distribution of any materials for any purpose by a Security Officer is prohibited in a client's non-working areas while the person distributing materials or the person receiving them should be performing job duties. Solicitation or

[7] There was no dispute that security guards were on notice of all handbook and post requirements. (Tr. 180, 334–335; R. Exh. 7.)

> distribution of any materials for any purpose by non-employees is prohibited at all times on the premises on TWC [The Wackenhut Corporation] and prohibited on client property where prohibited by the client. Even though Security Officers are paid for the entire time they are working at a client's premises, this rule does not prohibit Security Officers from engaging in solicitation during no more than the one-half hour period while Security Officers are properly engaged in eating their meals and during periods, if any, when Security Officers are properly not engaged in performing their work tasks. [8]
>
> 2.15 Discipline: The following are not binding terms and conditions of employment. The Company retains the absolute right to terminate any employee at any time without good cause. Violations of any Rules and Regulations under Chapter 2 may result in disciplinary action to include: . . . 3. Suspension: a temporary disciplinary layoff for serious misconduct or repeated offenses. The employee doesn't lose his or her job or seniority rights, but loses his/her pay for the designated period of suspension. 4. Dismissal: a result of a serious breach of a rule, standard, practice, policy or procedure. Additionally, dismissal may result from repeated disciplinary problems of a less serious nature. Grounds for immediate dismissal: the disciplinary process referenced above will be followed in most instances of employee non-compliance, with the exception of the following violations of prescribed standards which will result in immediate dismissal: . . . 11. Job performance that is unacceptable . . .

2. The Respondent's post orders for the IMF buildings

The Respondent's procedures for security guards assigned to the ISB were contained in post orders, dated March 14, 2002. The post orders were discussed during initial security guard training, as well as during subsequent on-the-job training. The post orders listed the direct supervisor as the sergeant, the site supervisor as Captain Campbell and contained "access control guidelines" governing access by IMF staff, guests of IMF staff, and visitors in general. The access control guidelines were specifically geared toward access by IMF staff and their guests. There were, however, two guidelines governing access by all visitors. Guideline 1 stated that "[e]very person seeking access to Fund space will be required to have his/her identification examined by authorized security personnel." Guideline 7 said essentially the same thing—that "[a]ll persons entering IMF space must either have a Fund or Bank issued ID card or a Fund issued visitor pass. Any passes that do not have a picture must be verified with an appropriate picture ID such as a driver's license or passport." [9]

C. The Union Campaign

During the fall of 2003, the Union initiated a campaign to organize the three IMF buildings. Union efforts consisted of literature distribution and meetings with interested employees. Over the next 6 months, union organizers handed materials to security guards on at least 10 occasions outside the ISB, in the ISB food court, and IMF Headquarters. The employee meetings began in October 2003, when several ISB security guards met with Chad Sullivan, a union organizer. Sullivan asked the security guards to distribute authorization cards to other ISB employees. The cards were distributed by several security guards, including Anderson Carter and Terry Purnell. Approximately 65 percent of ISB security guards returned the cards signed.

---

[8] The General Counsel does not contend that Wackenhut's solicitation policy is unlawful in any respect.

[9] Tr. 464–465; R. Exh. 8.

By early 2004, Elizabeth O'Connor replaced Sullivan as the Union's organizer at the ISB. She went to that building to meet with security guards toward the end of their shift on February 18, 23, and 24. The officers included Carter and Purnell. On each occasion, O'Connor entered the ISB and took the first floor elevator. O'Connor exited the elevator on floors where the security guard posts were located to speak with employees. On these occasions, O'Connor was also escorted by Sergeant Anthony Judd to second floor office space where security guards normally signed-in and out for their shifts. IMF offices on the second floor were accessible only through doors that required electronic pass keys. On all occasions, Judd also escorted O'Connor out the building. O'Connor was not asked to sign a visitor's log, wear a visitor's badge or otherwise present identification to Judd or other security guards. O'Connor was not advised by any security guards that she was not authorized to be there. O'Connor also met with workers in the food court of the ISB in March 2004.[10]

D. The Respondent's Response to the Union Campaign

1. Steele's response to Carter's union activity

On February 20, 2004, Steele was notified that Carter met with union representatives at the ISB on February 18. Steele responded by summoning Carter to his office at IMF Headquarters.[11] During the meeting, Steele told Carter the following: that the Respondent was engaged as a service provider to IMF; that it was a violation of the Respondent's rules to solicit, for any purpose, while on duty; that it was a violation of the post orders to have any unauthorized individuals, including the Union, on IMF property; that Carter was free to have union-related conversations when off-duty; that Steele was concerned that the IMF "would be uncomfortable" with the unionization of the company; that the Respondent was "in the process of contract renewal" and union activity "could possibly jeopardize the contract;" that the IMF could cancel the existing contract on 30-days notice; that employees would receive pay raises if the Respondent was awarded the new contract; that, while a union contract might result in increased wages, they might also result in a lowering of benefits—as was the case for employees at the Fannie Mae worksite; that, if Carter wanted to continue organizing activities, he should transfer to the Fannie Mae worksite. Steele then asked Carter what he wanted to do. Carter responded that he did not want to jeopardize the Respondent's contract and would refrain from union activity at the ISB. Steele commended Carter for his decision and told him to return to his post.[12]

---

[10] Tr. 117–119, 208, 213–215, 221–223.

[11] I credit Steele's testimony on direct examination that he summoned Carter to his office because union officials solicited on IMF property. (Tr. 390–391.) Steele attempted, however, to change course on cross-examination: "I met with Carter because my concern about him possibly abandoning his post conducting personal business on client property on company time. The fact that it was Union was coincidental." (Tr. 417.) I did not credit that testimony and find that the Union's presence and solicitation were significant factors in calling the meeting.

[12] Steele and Carter each had credibility problems. Steele had limited recollection of critical events and provided contradictory testimony. Carter was combative, evasive, and had a selective memory. Nevertheless, with the exception of Carter's testimony that he and Steele briefly discussed a disciplinary issue relating to other employees, their testimony was fairly consistent regarding Steele's comments on February 20. (Tr. 258–270, 415–417, 432–435.)

2. Branam's response to Carter's union activity

On February 23, Carter met and discussed organizing activity with O'Connor at his post on the 12th floor of the ISB. Thereafter, Carter escorted O'Connor to the elevator. Carter took the elevator to the second floor, while O'Connor continued on to the first floor. On February 24, O'Connor met with Carter, Sergeant Judd, and other employees in Judd's office.[13] On that same day, Steele informed Branam about Carter's February 18 violation of the Respondent's no-solicitation policy in connection with union organizers. Steele also told Branam that he spoke to Carter about it, that a second violation occurred after that conversation and that another security guard, Terry Purnell, was also implicated.[14]

On February 25, Branam directed Steele to have Carter report to the Respondent's Takoma Park office. The directive filtered down to Carter's supervisor, Lieutenant Clark, who notified Carter. Upon arriving at the Takoma Park office later that morning, Clark encountered Bennette in the hallway. Bennette, who had been asked to witness Carter's meeting with Branam, asked Carter, "what's going on?" Carter responded that he did not know.[15] At some point, Branam met them outside his office and took them into his office for a meeting. Bennette and Captain Jeremiah Smith attended as witnesses. Branam began the meeting by asking Carter if he knew why he was there. Carter said he suspected that it had to do with the Union. Branam then asked, "can you tell me something about that?" At first, Carter denied any knowledge, but then explained that certain persons came up to him at his post. Branam told Carter that he was investigating the unauthorized entry of persons into IMF offices at the ISB and wanted to know whether they identified themselves or signed-in. Carter responded that they did not sign in and he did not know whether they were authorized to be in the building. Near the end of the meeting, Branam asked Carter to provide him with a written statement about the

[13] Carter considered Judd "to be a supervisor but not in reference to the Union" because employees at the rank of sergeant or below were eligible to be union members. (Tr. 317–-318.)

[14] Branam also lacked credibility. Initially, when called as a witness by the General Counsel, he was "not exactly sure of the exact date," but believed that his first discussion with Steele about Carter's policy violations occurred "in or around" February 26 or 27. (Tr. 25–26.) Subsequently, after sitting through the entire hearing and being called on Respondent's case, Branam testified that Steele called him on February 24 and apprised him of Carter's policy violations. (Tr. 453.) It is consistent with the weight of the credible evidence and, therefore, likely that Steele told Branam on February 24 that the unauthorized persons were union organizers. (Tr. 391–393.) Branam's testimony was also contradictory about his discussions with Steele. Branam testified initially that Carter was on his post when he came into contact with unauthorized persons, but subsequently testified that he could not recall Steele informing him that Carter was in IMF space while the unauthorized persons were present. (Tr. 39–40.)

[15] Carter testified that, as he arrived at the Takoma Park office on February 25, Bennette asked him about meeting with the Union on February 24. Bennette recalled simply asking Carter "what's going on" and Carter responded that he did not know. (Tr. 265–266, 337–338.) As previously noted, Carter had credibility problems. He had trouble giving straight answers and could not recall many of the salient facts. Bennette, although he had trouble remembering the correct month and what Carter was wearing, was otherwise credible. I adopted his testimony.

incident.[16] Branam then suspended Carter and directed him to turn-in his badge.[17] He did not offer to assign Carter to another location while the investigation was pending.[18]

On February 27, Carter received a telephone call from Branam's secretary asking him to come in for a meeting with Branam. Carter went to the Takoma office and, at Branam's request, wrote a statement in the reception area and submitted it to Branam.[19] On April 1, Branam formally terminated Carter for cause for violations of the handbook and the post orders.[20]

3. The Respondent's statements to employees about union activity

During the morning of February 26, the Respondent held a roll call meeting in the captain's office on the second floor of the ISB. The meeting was attended by Steele, Milling, Rumsey, Lieutenant Stacy Clark, and approximately 20–25 security guards. By this time, security guards present at the roll-call knew that Carter and Purnell had been removed from their posts.[21] After roll-call and distribution of assignments, Steele addressed the security guards. He told them that recent actions by certain security guards violated the Respondent's solicitation policy and post orders. Specifically, Steele informed the security guards that he was aware that they had signed authorization cards and were trying to form a union. He explained that he was neutral on the union issue, but stated that such activity on "company time while on company property" violated Wackenhut policy as contained in the handbook. Steele then

[16] Neither Carter nor Branam was entirely credible about the February 25th meeting. Carter could not recall many details of the meeting and was unsure what was said and by whom. As such, I did not credit Carter's assertion that Branam came out of his office and chastised him for meeting with union organizers after Carter's discussion with Steele on February 18. (Tr. 275–278.) Branam's testimony was fraught with inconsistencies. Branam asserted that he was not expecting Carter, there was no meeting, and they simply discussed scheduling on February 25. However, Branam was unsure as to when Steele first contacted him about Carter and then provided inconsistent dates. Instead, I relied on the credible testimony of Bennette and Smith in reconstructing much of the meeting. Their testimony confirmed Carter's assertion that Branam directed him to report to his office and that a meeting was in fact held on February 25. (Tr. 265, 343–345, 365.) However, Bennette and Smith also established that it was Carter who first mentioned the Union. (Tr. 339–343, 366–368.)

[17] Carter testified that he was suspended at the February 25 meeting. (Tr. 268–269.) Branam attempted to evade the issue of whether Carter was suspended at that time, but conceded it nevertheless: "He was not working, and he was not allowed to go back to his post." [Tr. 455–456.]

[18] Branam asserted that he offered to assign Carter to work at another security location while the investigation was pending. In light of his contention that Carter committed a serious security breach and was not allowed to return to his post, that assertion was farcical. (Tr. 467.)

[19] Carter's written statement was dated February 27 and he submitted it to Branam on that day. (R. Exh. 6.) There is no credible evidence, however, that they had any further discussions about the underlying facts at any time after February 25. (Tr. 279–282.)

[20] Although received in evidence, I gave Branam's letters of March 15 and April 1 little weight, as there is no complaint allegation that Carter's termination was illegal. (R. Exhs. 8–9.)

[21] Dennis Brummell, a security guard present at the roll-call, heard the radio transmission directing Carter to report to the major's office, saw Captain Smith remove Carter's personal property from his post, and knew Carter and Purnell were active in the organizing campaign. (Tr. 155–157.) Purnell, who was not called to testify, was also suspended following a meeting with Branam. (GC Exh. 5.) There is no allegation, however, that Purnell was unlawfully interrogated.

explained that he "was still in the process of trying to find out whether or not the client would be a bit disgruntled for lack of a better term, or at least concerned if in fact we were an organized unionized workforce." He further explained that the IMF "contract was in the process of being up for bid, competitively bid, and that it may represent a problem," but he "didn't know." Steele said he "would find out and make them aware as soon as [he] did, but regardless of that, they were not to conduct their business while on property while on their own time or our time."[22]

Milling essentially repeated Steele's comments regarding the Respondent's solicitation policy, but went further. He told the security guards that the Respondent "was a non-union organization" and "that if we signed for the Union that it would not go well in the bid for the new contract. And (sic) he said that a lot of companies, security companies would like to have the contract. He said that if you think the Union is going to pay your salary, you must be out of your mind, and then he said that, he said that if we join the Union, Wackenhut lose (sic) the contract, he said guess what, said you don't have a job, and a lot of people would like to have your job." Milling added that "I got cameras hooked up all over this building and on your post, and if I get a report that any of you have been unionizing on or near your post, he said I will personally come up to your post and escort you out the door."[23]

On March 11, 2004, Branam issued a memorandum to security guards entitled "Officer Solicitation." In pertinent part, the memorandum reiterated the Respondent's solicitation policy and its respect for employees' activities on personal time and outside the workplace.[24] In late March 2004, Jeremy Stone, the IMF security director, issued to the Respondent's security guards a written statement of the IMF's "neutral stance" towards the unionization of vendor's employees and stated that the union campaign would have no bearing on the award of a new contract. He also set forth his "understanding," based on "conversations" with unspecified persons, of the Respondent's solicitation policy and respect for the rights of employees to form or join a union.[25]

4. The Respondent's response to flier distribution outside IMF headquarters on March 3

On March 3, at approximately 6:30 a.m., O'Connor and four other union organizers went to the sidewalk area outside the headquarters building to solicit security guards. They spread out around the block in order to solicit security guards reporting to work through the various

---

[22] Steele's testimony as to his statements at that meeting was fairly consistent with that of Brummel. Given Steele's uncertainty as to the IMF's reaction to union activity, however, I find it unlikely that he then predicted the loss of the IMF contract. (Tr. 150–154, 396–398.)

[23] Two other security guards, Virgilio Custodio and Charles Berry, also provided testimony about this roll-call meeting. However, I relied mainly on the testimony of Brummell as to what Milling said. Brummell, who provided specific details of the meeting, had a calm, steady demeanor and provided spontaneous answers. (Tr. 150–154.) Milling, on the other hand, was not credible. He was very guarded and evasive in even recalling a roll-call meeting to discuss the Union. When he did remember, he contradicted Steele and Brummell, stating that it was the security guards who raised the question of whether union organizers could come onto their posts and speak with them. (Tr. 102–106.) Custodio's testimony seemed overly rehearsed and he provided no information about Steele's comments regarding the impact unionization would have on Respondent's contract renewal. (Tr. 350–353.) Berry had a scant recollection of the meeting's details and testified that the subject of the IMF contract never even came up. (Tr. 329–330.)

[24] Tr. 69, 171, 399; R. Exh. 1.

[25] R. Exh. 5.

entrances of the headquarters building. Within minutes, Lieutenant Ellis Ware, the Respondent's assistant shift supervisor at IMF headquarters, came out of the building. O'Connor approached him and asked whether he was employed by the Respondent. Ware replied that he would not talk to her and remained standing 2–3 feet away with a walkie-talkie in his hand. At some point, O'Connor asked Ware why he was still standing there and he replied, "I just want to keep you company." There was additional banter as to why she was there and, about 5–10 minutes later, Steele and Milling came out. They too stood near O'Connor and, at her request, identified themselves. However, they backed-up when she began taking pictures.[26] Ware, Steele, and Milling remained in the area a few more minutes and returned to the building. As the security guard workshift had begun, O'Connor rounded up the other organizers and they left.[27]

5. The Respondent's interrogation of employees on March 19

On March 19, Steel directed that Lieutenant Headen interview security guards at the ISB "to see who had been approached by people, anyone soliciting information regarding the Union during business hours." Steele "wanted to know who had been approached by anyone that was not authorized to be in the building to discuss union information. It was soliciting during business hours, and he wanted to know who had been approached."[28] As Dade's supervisor, she directed him to assist her in interviewing the security guards.[29]

As security guards signed-in at approximately 8 a.m., Headen and Dade approached them individually and asked to speak with them. Of the 21 security guards that signed-in, 20 agreed to speak with them. Headen and Dade asked each employee: "Have either Anderson Carter, Terry Purnell, or Union Reps. ever approached you about joining a Union or have you ever seen them handing out information?" After receiving answers, they had employees go into "a little bit of detail." Headen and Dade kept notes of each employee's responses. After Headen concluded her questioning, Captain Rumsey approached her and disclosed the names of 10 employees whom he believed had signed-up with the Union. Headen then generated a spreadsheet of the information obtained from the employees and Rumsey, and gave it to Steele.[30] The spreadsheet, however, contained only two employee remarks about the Union.

---

[26] I found O'Connor credible in her assertion that she encountered Ware at 6:30 a.m. before having an opportunity to solicit an employee. (Tr. 122–132.) However, I did not find Ware credible and, as such, did not credit his testimony that he acted upon a complaint from an unidentified security guard that someone was "hindering" security guards as they entered the building. In addition to failing to identify the security guard that allegedly complained, he was unable to identify O'Connor in court. In light of his testimony that O'Connor took his photograph and threatened him with legal action, it is highly unlikely that Ware, a security supervisor, would have lacked such recollection or, at the very least, have investigated the circumstances of O'Connor's presence at that location. (Tr. 377–385; GC Exh. 6–9.)

[27] I have not credited O'Connor's uncorroborated hearsay testimony that, as she left to meet the other organizers, she approached security guard Kevin Nettles and an unidentified security guard, and that each allegedly told O'Connor that his supervisor told him not to speak with her. (Tr. 132–133.) The General Counsel did not confront any of Respondent's witnesses about such statements. These witnesses included Milling, who testified before O'Connor, as well as Steele and Ware, who testified after her.

[28] Tr. 50–53.

[29] Headen served as Steele's administrative assistant and carried the rank of lieutenant. She directly supervised Dade. Dade performed payroll duties and carried the rank of sergeant. (Tr. 47–49, 76–78, 394.)

[30] The additional testimony of Headen and Dade that their questions focused solely on such

Continued

One employee stated that he overheard Carter and Purnell talk about the Union, but neither ever approached him. Another employee reported that "Union people came on my floor around November." In addition, there was a notation at the bottom of the spreadsheet: "The majority of the officers have been approached by Union Representatives on IMF Property, on duty, between November 2003 and February 2004."

Discussion

I. The Charging Party's Rights as a Mixed-Guard Union

The Respondent's third affirmative defense asserts that the Union "has no rights under Section 8(a)(1) of the Act because it is a mixed guard union under Section 9(b)(3) of the Act." Section 9(b)(3) of the Act states that the Board shall not

> decide that any unit is appropriate for [the purposes of collective bargaining] if it includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises; but no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated, directly or indirectly with an organization which admits to membership, employees other than guards.

The Respondent's argument is without merit. Although Section 9(b)(3) prohibits Board certification of a mixed-guard union, it "does not operate to prevent guard employees from joining a labor organization, and this principle extends to labor organizations which also represent non-guard employees." *See NLRB v. White Superior Division, White Motor Corp.*, 404 F.2d 1100, 1103 (6th Cir. 1968). Guards are "employees" within the meaning of Section 2(3) and possess the same rights as nonguard employees under Section 7. *See NLRB v. Bel-Air Mart, Inc.*, 497 F.2d 322, 327 (4th Cir. 1974). Furthermore, Section 7 rights, as protected by Section 8(a)(1), apply to any labor organization, without reference to mixed status or any other limitation. It is clear, therefore, that the Union had a legal basis to seek redress under the Act.

II. The Respondent's Threats and Interrogation on February 20

The General Counsel asserts that the Respondent violated Section 8(a)(1) on February 20 when Steele (1) told Carter that the Respondent could lose its IMF contract if employees formed a union; (2) told Carter that raises might be eliminated if they formed a union; (3) threatened Carter with transfer to a less desirable worksite if he continued to engage in organizing activity on behalf of the union; and (4) interrogated Carter about his union organizing activities. The Respondent contends that Steele properly interrogated Carter about leaving his post and violating the Respondent's solicitation policy, but denies that Steele threatened or interrogated Carter about union activities. The Respondent further contends that Steele's discussion of the union campaign was merely the expression of a lawful opinion as to the impact unionization might have on the IMF contract renewal, pay raises, and benefits.

Carter's actions in meeting with O'Connor while on duty may or may not have justified disciplinary action. On the one hand, Sergeant Judd escorted O'Connor to his post and it can

---

activity during working hours at the ISB was not credible, as Headen conceded that the question asked was the one at the top of the spreadsheet. (Tr. 54–56, 80–81; GC Exhs. 3, 3(a).)

be argued that Carter was simply following his supervisor's orders. *See* Handbook, Sections I.3 (Duties) and II.2.6 (Orders). On the other hand, Carter permitted O'Connor to visit with him and engaged in personal business while on duty. *See* Handbook, Sections II.2.13 and II.2.14. In any event, Steele's comments—that union activity "could possibly jeopardize the contract" and the IMF could cancel the existing contract on 30-days notice—was clearly "designed to create uncertainty, if not fear, among the employees as to the adverse consequences of choosing union representation." *See Aldworth Co.,* 338 NLRB 137, 142 (2002); *Laidlaw Transit, Inc.*, 297 NLRB 742, 743 (1990). It is of no consequence that Carter did not feel threatened by Steele's comments. The test is whether Steele's statements could reasonably be seen as a threat. *Caterpillar, Inc.*, 322 NLRB 674, 675 (1996). Steele's comments suggested the loss of the IMF contract if the Union came in and were not based on objective facts conveying the Respondent's "belief as to demonstrably probable consequences beyond his control." *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969). Under the circumstances, I conclude that the Respondent violated Section 8(a)(1) by threatening that union activity could cause a contract cancellation or jeopardize contract renewal.

Steele also told Carter that employees would receive pay raises if the Respondent was awarded the new IMF contract. Steele further explained that a union contract could result in increased wages, but less benefits, as was the case with the Respondent's security guards at the Fannie Mae worksite. The General Counsel contends that such statements threatened the elimination of raises if employees formed a union. I disagree. First, there is nothing coercive in telling employees that there would be pay raises if the Respondent was awarded the new contract. After all, there can be no pay raise without a contract. Second, Steele's reference to the lower wages/higher benefits of employees at the Respondent's Fannie Mae worksite provided Carter with insight into the give and take nature of collective bargaining. There is no reasonable basis to believe, based on the record, that such a statement would have left Carter with the impression that what security guards would ultimately receive depended on what the Union could induce the Respondent to restore. *See Earthgrains Co.*, 336 NLRB 1119, 1129 (2001). Under the circumstances, I conclude that Steele's comments regarding pay raises did not violate Section 8(a)(1) and shall dismiss that complaint allegation.

Steele also told Carter that he should transfer to the Respondent's Fannie Mae worksite if he wanted to continue his union activity. The record is devoid, however, of any information that such an assignment would have subjected Carter to more onerous working conditions or a longer commute to work. Carter asserted that he had never worked in Maryland and would have had to undergo a new background check. I take administrative notice of the fact that Fannie Mae's corporate headquarters are located in the District of Columbia and it does not have a regional office in Maryland.[31] Nevertheless, the physical considerations of a transfer are not the only consideration. Steele's statement was made during the same conversation in which Steele told Carter that continued union activity at the ISB building could jeopardize the new contract. Under the circumstances, Steele's transfer suggestion was intended to impede or discourage union activity and I find that it violated Section 8(a)(1). *Buckeye Electric Co.*, 339 NLRB 334, 337 (2003).

Finally, Steele asked Carter whether he intended to continue with union activity. An unlawful interrogation occurs when, under the circumstances, the interrogation reasonably tends to restrain, coerce, or interfere with employees in their exercise of Section 7 rights. *Performance Friction Corp.*, 335 NLRB 1117, 1126 (2001). The applicable factors in making that determination include the place and method of the interrogation, the background thereof,

[31] http://www.fanniemae.com/contact/index.jhtml?p=Contact+Us

the "nature of the information sought and the identity of the questioner." *Sea Breeze Health Care Center,* 331 NLRB 1131, 1142 (2000), citing *Rossmore House,* 269 NLRB 1176 (1984), affd. 760 F.2d 1006 (9th Cir. 1985). Steele, one of the Respondent's highest level managers, asked Carter that question in his office and after telling him that continued union activity could jeopardize renewal of the IMF contract. He left Carter with the obvious dilemma of transferring to the Fannie Mae site or stopping his union activity. Under the circumstances, I find that Steele interrogated Carter in violation of Section 8(a)(1).

III. The Respondent's Interrogation and Threatened Surveillance on February 25

The General Counsel asserts that the Respondent violated Section 8(a)(1) twice on February 25 when: (1) Bennette asked Carter whether he met with union officials the day before; and (2) Branam gave Carter the impression that union activity by employees was under surveillance. The Respondent denied these allegations, asserts that Bennette simply asked Carter what was going on, and that Carter responded that he did not know. The Respondent also denies that Branam created the impression of surveillance during his meeting with Carter on February 25 (incorrectly referred to by the Respondent as having occurred on February 27).

The credible evidence supports Bennette's version that he was there to witness the meeting, did not know its purpose and asked Carter what it was about. Accordingly, Bennette's statement to Carter on February 25 did not constitute an illegal interrogation in violation of Section 8(a)(1) and that complaint allegation is dismissed.

In the second instance, Branam interrogated Carter about the unauthorized entry of persons onto his post and whether those persons identified themselves or signed-in as required. Carter told Branam of his belief that he was there because of his union activity, but there is no credible testimony that Branam specifically questioned Carter about his union activity at this meeting. Carter did, however, admit to breaching security protocols set forth in the handbook and post orders. The meeting concluded with Branam's request that Carter provide a written statement about the incident. Under the circumstances, the Respondent had a legitimate security concern in interrogating Carter and did not create the impression of surveillance in violation of the Act. S*ee Saia Motor Freight Line, Inc.*, 333 NLRB 784 (2001). Accordingly, I shall dismiss this complaint allegation.

IV. The Respondent's Threats on February 26

The General Counsel asserts that Steele and Milling committed the following Section 8(a)(1) violations during the February 26 roll call meeting: (1) Steele and Milling threatened employees that the Respondent's IMF contract prohibited unions, that the Respondent would lose the IMF contract if employees formed a union, that employees would not be paid a salary by the union; and that the presence of a union would cause employees to lose their jobs; (2) Steele and Milling threatened employees that union activity near their worksite would result in termination and that employees belonged to their supervisors; and (3) Steele and Milling engaged in surveillance and/or created the impression of surveillance of employees' union activities. The Respondent denied such allegations and contends that statements made by Steele and Milling during the roll-call meeting served to re-educate security guards about the Respondent's solicitation policy due to the recent security breach at the ISB. The Respondent also suggests that Branam's memorandum of March 11 and the IMF memorandum issued in late March ameliorated any legal harm or confusion as to the Respondent's policies and practices.

Steele's statements regarding the Respondent's solicitation policy and security guards' post responsibilities were appropriate, but he did not stop there. He went on to state his awareness that security guards had signed authorization cards, suggested the IMF might be "disgruntled" if the security guards unionized, and opined that unionization might present a problem toward renewal of the IMF contract. Steele further intimated that employees should refrain from further organizing activity until he received clarification from the IMF. Milling's comments were even more aggressive. He announced that the Respondent "was a non-union organization," that the Union would not pay security guards salaries if they unionized, that a decision to unionize would cause the Respondent to lose the IMF contract, that he would use the security cameras to monitor security guards, and if he found out that any security guards were "unionizing on or near" their posts, they would be discharged.

Neither Steele nor Milling indicated the source of their information that employees had signed authorization cards. Since there is no proof that employees signed cards during work time or on IMF property, his statement gave the impression that even off-site union activity was under surveillance. *Jordan Marsh Stores Corp.*, 317 NLRB 460, 465 (1995); *Keystone Lamp Mfg. Corp.*, 284 NLRB 626, 627 (1987), enfd. 849 F.2d 601 (3d Cir. 1988), cert. denied 488 U.S. 1041 (1989). Under the circumstances, I find that Steele and Milling created the impression of surveillance in violation of Section 8(a)(1).

Milling's statements that he would monitor employee activity via cameras throughout the ISB and physically remove any employee "unionizing on or near your post" was not improper. Earlier testimony by Brummell clarified that Milling explained that it was "okay to talk about the Union down in the food court, but its not all right to talk about the Union on your post." The Respondent's security business included the surveillance of IMF property and the General Counsel does not dispute that the Respondent was legitimately responding to security breaches, violations of the handbook and post orders, and enforcing its solicitation policy. Under the circumstances, general security purposes justified the use of security cameras and the recording of protected concerted activity did not violate the Act. *Lechmere, Inc.,* 295 NLRB 92 (1989), *enfd*. 914 F.2d 313 (1st Cir. 1990), *revd. on other grounds,* 502 U.S. 527 (1992); *Liberty Nursing Homes,* 245 NLRB 1194 (1979); *Lebanon Apparel Corp.,* 243 NLRB 1024 (1979)**.** Accordingly, I shall dismiss this complaint allegation.

Statements by Steele and Milling, however, that the IMF contract prohibited unions, that unionization may present a problem toward renewal, that unionization would cause the Respondent to lose the IMF contract and employees to lose their jobs, and that the Respondent was "non-union," constituted impermissible threats. Specifically informing employees that a contract with a client prohibits unions is improper, unless the employer's assertion is supported by objective facts. *TNT Logistics of North America, Inc.*, 340 NLRB No. 141, slip op. at 9–10 (2003). To the contrary, a subsequent IMF memorandum clarified that organization's union neutrality policy. Similarly, threatening employees with the loss of jobs if they unionized is also improper. *Aldworth Co.*, 338 NLRB 137, 142 (2002). Finally, Branam's March 11 memorandum did not serve to undo the illegality of the Steele and Milling statements. In order for an employer's voluntary repudiation conduct to be effective, it must be timely, unambiguous and specifically address the misconduct. The misconduct must be free from other illegal acts, the employer must not engage in illegal conduct following the repudiation, and there must be some assurance the employer will not interfere with the exercise of Section 7 rights. *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978). Branam's memorandum simply reiterated the Respondent's solicitation policy and respect for employees' activities outside the workplace. It made no mention of the coercive statements of February 26, much less retract them, and was followed by subsequent illegal conduct (discussed below). Under the circumstances, I find that

Steele and Milling statements on February 26 violated Section 8(a)(1) by threatening employees with adverse action if they engaged in union activity.

V. The Respondent's Surveillance of Employees' Union Activity on March 3

The General Counsel asserts that the Respondent violated Section 8(a)(1) when three supervisors stood next to or near O'Connor for several minutes as she attempted to solicit security guards arriving for work at IMF headquarters. The Respondent denies the surveillance allegation and contends that the interaction between O'Connor and the supervisors was prompted by a complaint that she was impeding the access of ISB security guards reporting to work.

It is undisputed that O'Connor was, at all relevant times on March 3, standing on public property—the sidewalk area beyond security barricades set up around IMF headquarters by the Respondent. It is also undisputed that Steele, Milling, and Ware, all supervisors, were standing next to or near O'Connor for varying lengths of time as she waited to speak with security guards reporting to work. I did not, however, credit uncorroborated hearsay testimony as to complaints about O'Connor by unspecified security guards or subsequent conversations by O'Connor with unspecified security guards. Furthermore, there was no testimony that any employees passed in the vicinity of O'Connor while the supervisors stood near her or that the supervisors told her about employee complaints that she was impeding access to IMF headquarters. What remains is a scenario in which supervisors stood around a union organizer in an attempt to chill union activity. There was brief inconsequential banter between O'Connor and Ware, followed a short time later by picture-taking by O'Connor to memorialize the presence of the supervisors at that location.

Management officials may observe union activity on or near company premises without violating Section 8(a)(1). *Roadway Package System*, 302 NLRB 961 (1991). When observation constitutes more than ordinary observation of public union activity, however, it amounts to unlawful surveillance. *Loudon Steel, Inc.*, 340 NLRB No. 40, slip op. at 7 (2003); *Fairfax Hospital*, 310 NLRB 299, 310 (1993), enfd. 14 F.3d 594 (4th Cir. 1993), cert. denied 512 U.S. 1205 (1994); *Hoschton Garment Co., 279 NLRB 565, 566 (1986); Arrow Automotive Industries*, 258 NLRB 860 (1981), enfd. 679 F.2d 875 (4th Cir. 1982). Section 7 rights are afforded to union employees, who are considered "employees" under the Act. *NLRB v. Town & Country Electric, Inc.*, 516 U.S. 85, 94–95 (1995).

Here, three of the Respondent's supervisors stood next to or near O'Connor for about 10 to 15 minutes while she was positioned to distribute union literature on public sidewalk space adjacent to the ISB. The physical proximity of the Respondent's supervisors to O'Connor had the effect of discouraging and impeding her from distributing material on public property. Their presence made it difficult for O'Connor to place literature in employees' hands, much less communicate with or answer any questions employees might have about the literature. As such, the unusual physical proximity of the supervisors to O'Connor had a coercive and chilling effect on employee union activity. *See Flexsteel Industries,* 311 NLRB 257 (1993); *Sands Hotel & Casino,* 306 NLRB 172 (1992), enfd. 993 F.2d 913 (D.C. Cir. 1993). Under the circumstances, I find that Steele, Milling, and Ware violated Section 8(a)(1) by engaging in surveillance and discouraging employees from organizing and accepting union literature on public property in front of employees union activities.

VI. The Respondent's Interrogation of Employees on March 19

The General Counsel contends that the Respondent's agents, Headen and Dade, on March 19, interrogated employees about the union activities of employees. The Respondent denies the allegation and asserts that Headen and Dade met with security guards in order to investigate the February 24 security breach and, in any event, were neither supervisors nor agents, and were not directed by Steele to interrogate security guards about union activities.

Section 2(11) of the Act defines a "supervisor" as

> any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Headen and Dade carried ranks and were considered supervisors in the Respondent's personnel structure. However, the status of a supervisor under the Act "is determined by an individual's duties, not by his title or job classification. It is well settled an employee cannot be transformed into a supervisor merely by the vesting of a title and theoretical power to perform one or more of the enumerated functions in Section 2(11) of the Act." *See Chicago Metallic Corp.,* 273 NLRB 1677, 1688–1689 (1985). As human resource personnel, Headen and Dade undoubtedly interacted with security guards on personnel issues. There is no evidence, aside from Headen's supervision of Dade, that either of them had the power to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, direct, or address the grievances of ISB security guards. Thus, they would not be considered supervisors pursuant to Section 2(11) of the Act. *Bowne of Houston, Inc.*, 280 NLRB 1222, 1223 (1986).

Nevertheless, the question remains whether Headen and Dade were acting as the Respondent's agents. The test for determining if an employee acts as an employer's agent is whether, under all the circumstances, "the employees would reasonably believe that the employee in question was reflecting company policy and speaking and acting for management." *Waterbed World*, 286 NLRB 425, 426 (1987). Steele directed Headen to inquire about the union activities of Carter, Purnell and union representatives on IMF property and during work time. Headen directed her assistant, Dade, to assist her in carrying out that task. Headen and Dade, in the presence of Captain Rumsey, met with security guards as they reported to work. Thus, security guards had every reason to believe that Headen and Dade were there on behalf of management. Furthermore, the inquiry by Headen and Dade, coming less than 1 month after the coercive statements made by Steele and Milling at the February 26 roll-call, would have been reasonably seen as a continuation of the Respondent's antiunion campaign. Clearly, Headen and Dade were acting as agents within the meaning of Section 2(13) of the Act.

As the Respondent's agents, Headen and Dade approached security guards and asked each one a question that was reflected on an employee spreadsheet: "Have either Anderson Carter, Terry Purnell, or Union Reps. ever approached you about joining a Union or have you ever seen them handing out information?" After receiving answers from 20 of 21 security guards, Headen and Dade had them go into detail.

An employer question that tends to make employees act as informers regarding the union activities of fellow employees is unlawful. Here, there was no legitimate reason for the inquiry into the activities of Carter and Purnell as the two had been removed from their posts on February 25 and the Respondent's investigative inquiry into their conduct had concluded by

March 15. *Hanover Concrete Co.*, 241 NLRB 936, 941 (1979). Under the circumstances, I find that the Respondent's interrogation of employees on March 19 violated Section 8(a)(1) of the Act. Furthermore, even if the Respondent did not authorize the exact questions posed by Headen and Dade, it is responsible because the statements were within the agents' general scope of authority. *See Local 3, IBEW*, 312 NLRB 487, 490-491 (1993).

CONCLUSIONS OF LAW

1. The Wackenhut Corporation is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Service Employees International Union (SEIU), AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By telling employees that the International Monetary Fund would respond negatively if employees formed a union, telling employees that the International Monetary Fund contract prohibited unions, threatening employees with the loss or cancellation of the International Monetary Fund contract, as well as the loss of their jobs, if the employees unionized, telling employees that it was aware that they had signed union authorization cards, telling employees that it was nonunion, telling Anderson Carter that he should transfer to the Fannie Mae worksite if he wanted to continue his union activity and then asking him whether he intended to continue with union activity, standing next to or near Elizabeth O'Connor on public property as she attempted to distribute union literature to employees arriving for work, and asking employees about the union activities of other employees, the Respondent violated Section 8(a)(1).

4. By engaging in the conduct described above, the Respondent has committed unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found the Respondent has engaged in the above violations of the Act, it shall be recommended that the Respondent cease and desist from such actions and take certain affirmative actions designed to effectuate the purposes and policies of the Act and post the appropriate notices.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[32]

ORDER

The Respondent, The Wackenhut Corporation, Washington, D.C., its officers, agents, successors and assigns shall

1. Cease and desist from

[32] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Telling employees that our contract with a third-party prohibits the formation of a union or that the third-party would react adversely to the formation of a union, threatening employees with the loss or cancellation of our contract with a third-party, as well as the loss of their jobs, if the employees unionized, telling employees that we are aware that they signed union authorization cards, telling employees that we are nonunion, telling employees that they should transfer to another worksite if they want to continue with union activity, asking employees whether they intend to continue with union activity, standing next or in close proximity to employees or union organizers attempting to distribute union literature on public property, and asking employees about their union activities or the union activities of other employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) Within 14 days and after service by the Region, post copies of the attached notice marked "Appendix."[33] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 20, 2004.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the consolidated complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. April 20, 2005

Michael A. Rosas
Administrative Law Judge

[33] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT coercively question you about your union support or activities or the union support or activities of other employees.

WE WILL NOT tell you that we are nonunion, that our contract or other form of agreement with a third-party prohibits the formation of a union, that the third-party will react adversely if you form a union, or that the third-party will cancel or fail to renew the contract if you form a union.

WE WILL NOT threaten you with the loss or your job if you engage in union support or activities.

WE WILL NOT engage in surveillance of your union activities on public property.

WE WILL NOT tell you that you should or must transfer to another worksite if you want to continue with union activity.

WE WILL NOT stand next to or in close proximity to you or any union organizer attempting to distribute union literature on public property.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

THE WACKENHUT CORPORATION
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

103 South Gay Street, The Appraisers Store Building, 8th Floor, Baltimore, MD 21202-4061
(410) 962-2822, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (410) 962-3113.